

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
Docket No. 2018-322-E

In Re:)
)
Application of Duke Energy Progress,)
LLC for Approval of Proposed Electric)
Transportation Pilot and An Accounting)
Order to Defer Capital and Operating)
Expenses)
_____)

STIPULATION

This Stipulation (“Stipulation #2”) is entered into by and between Duke Energy Progress, LLC (the “Company”) and ChargePoint, Inc. (“ChargePoint”) (together, the “Parties”) as of September 10, 2020.

WHEREAS, on October 10, 2018, the Company filed an application in the above-referenced proceeding for approval its electric transportation pilot (“ET Pilot”) described therein (“Application”);

WHEREAS, the Company participated in stakeholder working group sessions, and filed an amended application (“Amended Application”) on April 1, 2019 to reflect portions of feedback and recommendations received during those stakeholder working group sessions;

WHEREAS, the Application and Amended Application sought approval of three programs: 1) an EV School Bus Program (“School Bus Program”); 2) an EV Transit Bus Program (“Transit Bus Program”); and 3) a DC Fast Charging Program (“DC Fast Charging Program”);

WHEREAS, the Company has by separate Stipulation (“Stipulation #1”) between Company and the South Carolina Office of Regulatory Staff (“SCORS”) resolved all issues

between Company and SCORS regarding: 1) the School Bus Program, and 2) the Transit Bus Program, and Company, but Stipulation #1 did not address the DC Fast Charging Program;

WHEREAS, the Company and ChargePoint hereby both consent to all matters addressed in Stipulation #1, and also hereby through Stipulation #2 resolve all issues between Company and ChargePoint as to the DC Fast Charging Program;

WHEREAS, the Parties agree that South Carolina's competitive electric vehicle ("EV") charging market should be leveraged to include multiple providers of EV charging hardware and software in the DC Fast Charging Program;

WHEREAS, the Parties have determined that their interests and those of the public would be best served by reaching an agreement on these matters under the following terms, and the Parties stipulate and agree as follows:

1. The Company and ChargePoint hereby both consent to all terms stated in Stipulation #1, and hereby incorporate all such Stipulation #1 terms into Stipulation #2.

2. The Parties agree that the DC Fast Charging Program should be approved as proposed in the Amended Application, provided however, that the Commission amend the DC Fast Charging Program to reflect the following terms:

- a. The Company will install, own, operate, and maintain each DC Fast Charger throughout the term of the Pilot term.
- b. There will be a minimum of two (2) DC Fast Chargers per location capable of charging a single vehicle, at a combined 100kW or more ("DCFC Location").
- c. Participating site hosts shall have the choice of at least two (2) vendors of EV charging hardware and software which shall be prequalified by the Company to meet functional requirements.

- d. The Company shall establish, by a request for proposals, a base option for hardware and software, and the site host shall be responsible for any incremental costs above the base option. Such “base option” shall include all hardware costs for each DCFC Location, including activation and other costs, and the total cost to manage any and all network, software, and connectivity services for five (5) years for each DCFC Location.
- e. No single vendor of EV charging hardware shall be awarded 100% of total installations.
- f. The Application provides for the assessment of a fee to drivers consisting of the approximate average price per kWh (“Fast Charge Fee”). Site hosts will have the option of creating alternative pricing mechanisms for drivers, which, for purposes of this Pilot only due to its unique design, may not exceed the Fast Charge Fee by more than twenty percent (20%).
- g. No third-party sales of electricity are present in the Company’s application or in this Stipulation. While a Network Service Provider may be used to facilitate charging transactions, electricity will be sold directly by the Company to the driver. In order to ensure that the approved Fast Charge Fees are collected by the Company, the site host shall be responsible for making payments to the Company required to reconcile revenues collected from drivers with the applicable approved Fast Charge Fee at the time of charging. Additionally, once established, site hosts shall endeavor to maintain clear and consistent pricing for charging services. Site hosts shall coordinate with the Company should they intend to change price structures more

often than the quarterly update calculation of the Fast Charge Fee performed by the Company.

- h. The following reports shall be made to the Commission on an annual basis: (1) the Company shall provide data on the number of site hosts flowing through Fast Charge Fees to drivers, the number of site hosts using alternative pricing, and aggregate amounts of such fees collected by charger by year; and (2) site hosts offering alternative pricing mechanisms for drivers shall provide data on the aggregate amount collected under such arrangements by charger by year.
3. The Parties agree that—in light of the extensive comments, stakeholder process, and allowable ex parte briefing conducted in this proceeding—pre-filed testimony and a hearing are not necessary for the resolution of this proceeding.
4. As outlined in detail in Stipulation #1, the Company shall conduct an ongoing stakeholder engagement process with interested parties in an effort to understand all issues related to the ET Pilot, and that stakeholder engagement process shall include DC Fast Charging Station issues.
5. The Parties agree that this Stipulation #2 is reasonable, is in the public interest, and is in accordance with current law and regulatory policy. Parties understand that Stipulation #2 may be revisited through additional filings with the Commission should a change in law or regulation occur relative to electric transportation.
6. The Parties agree to cooperate in good faith with one another in recommending to the Commission that this Stipulation #2 be accepted and approved by the Commission as a fair, reasonable and full resolution in the above-captioned proceeding. The Parties, including their

agents, further agree that communications regarding the Stipulation #2, either between the Parties or with non-signatories hereto, shall be supportive of the terms agreed to in this Stipulation #2.

7. The Parties agree that this Stipulation #2 will not constrain, inhibit or impair their arguments or positions held in future proceedings, nor will this Stipulation #2 or any of the matters agreed to in it be used as evidence or precedent in any future proceeding (other than in future proceedings in this Docket 2018-322-E.)

8. If the Commission should decline to approve both Stipulation #1 in its entirety and Stipulation #2 in its entirety, then any Party desiring to do so may withdraw from this Stipulation #2 without penalty.

9. Each Party acknowledges its consent and agreement to this Stipulation #2 by authorizing its counsel to affix his or her signature to this document where indicated below. Counsel's signature represents his or her representation that his or her client has authorized the execution of the agreement. Facsimile signatures and e-mail signatures shall be as effective as original signatures to bind any Party. This document may be signed in counterparts, with the various signature pages combined with the body of the document constituting an original and provable copy of this Stipulation #2.

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